

Search Books, Presentation

Search

- Home
- Explore
- Community
- Help
- Sign Up
- Log In

Quick Facts

Stats

- Tens of millions of readers every month
- Millions of documents shared
- More than 35 billion words
- More than 5 million iPaper embeds
- 90 different languages

The Company

- Launched: March 2007
- Headquarters: San Francisco
- Management:
 - o Trip Adler, CEO & Co-Founder
 - o Jared Friedman, CTO & Co-Founder
 - o Tikhon Bernstam, COO & Co-Founder
 - o George Consagra, President
 - o Mike McGuinness, Vice President, Business Development
 - o Tammy H. Nam, Vice President, Content & Marketing

Who Uses Scribd (sampling)

- Baltimore Police Department
- Barack Obama Presidential Campaign
- Carnegie Endowment for International Peace
- Dole Institute
- Dublin Chamber of Commerce
- Duke Medicine
- Ford
- FOXBusiness.com
- Harvard University
- Marriot
- Random House

- Simon & Schuster
- TechCrunch
- The MIT Press
- The New York Times
- UCLA Intellectual Property
- World Bank
- World Economic Forum
- ... and millions of people exactly like you!

About Us

Scribd began with a simple observation — that the desire for self-expression through the written word is as old as humanity itself. But even with the proliferation of blogs and other self-publishing tools, there was no easy way for average people to publish to a readership of millions.

Today, Scribd is the largest social publishing company in the world — the website where more than 60 million people each month discover and share original writings and documents.

Scribd's vision is to liberate the written word — to turn everyone into a publisher and create the best possible reading experience on the web and mobile platforms.



Democratizing Publishing

With Scribd's <u>iPaper</u> document reader, anyone can easily upload and immediately share their original works on Scribd.com or any other website. iPaper transforms "print" files like PDF, Word or PowerPoint into web document — with all the fonts, layout and artwork that makes your document unique.

Your work can be shared with Scribd's community of passionate readers, and because your document is indexed for search engine optimization, your screenplay, novel or even sheet music and recipes can be discovered by the world.

At Scribd, we built a technology that's broken barriers to traditional publishing and in the process also built one of the largest readerships in the world.

About

- About Us
- Press
- Jobs
- Feedback
- Contact

Search



Search

Make Your Documents Social Objects with Scribd



Monday, March 10th, 2008

Why would you share your documents with the world? Well. Scribd's CEO, Trip Adier has the answer; by sharing documents you make them social objects that a community can add onto. He gives us a demo and talks to us about how he got funded and how he is working to build a new kind of business all around the sharing of documents. He demonstrates how people are putting a variety of documents up from poetry, book proposals, resumes, and more

Tags: community (categorytags/community), document (category/tags/document), documents (category/tags/documents), office 2.0 (category/tags/document), publish (category/tags/publish), scribd word processing (category/tags/share), scribd word processing (category/tags/share), startup (category/tags/share), trip adder (category/tags/share), viewer (category/tags/sharer)

Embed

<object width="480" height="295" id="embedded_player" type="</pre>

UHL

http://www.fastcompany.tv/video/make-your-documents-social-ol

Email this video to a friend (#)

Previous episode

Undecroper scoble-welcomes you-

Back to Scobleizer TV Series (/scobleizer-tv)

Next Episode (rideofinephilosophy-mapace-with-ve-productmanagement)

Add a comment (15)

(http://twistage.fastcompan

y tv/videos/ab40b4d?eeeb

8/assets/313399/file.mp4)

Download video

(#comments)

Share this:

15 Comments

All comments are placed in a moderation queue and must be consistent with our <u>terms of service</u> (http://fastcompany.com/service-terms).

We encourage a professional conversation about ideas and information.

Post new Comment

| Your name: | | |
|---|---------------|----------------|
| Anonymous | | |
| E-mail: | | |
| | | |
| The content of this field is kept private and | d will not be | shown publicly |

intruders.tv / english / technology



Share this video

Trip Adler of Scribd – YouTube for documents

click here to dim the lights!

January 28th, 2008

Scribd lets you publish and discover documents online.

With its fast Flash-based document viewer and functionality that allows users to upload all of their documents that would otherwise have remained inaccessible to the rest of the world, Scribd has the potential to do for documents what YouTube did for videos.

In this interview recorded in late 2007, Trip Adler, one of the co-founders of Scribd, discusses the company's Boston roots, their Y Combinator experience where Scribd is today and how to correctly pronounce "Scribd" (it rhymes with script ...

0 tweets

tweet



youtube thank you very much "Montain"

| N | lar | ne | 2: | | | | | | | | | | |
|---|-----|-----|----|------|------|------|------|------|------|------|------|--|--|
| | | | | | | | | | | | | | |
| E | m | ail | : | | | | | | | | | | |
| | | | | | | | | | | | | | |

Comment:



Search



Exclusive interview with James Gosling, the father of Java April 1st, 2009



Interview with Nikhil Shah and Nico Perez of Mixcloud - the YouTube of radio

June 22nd, 2009



Where to get the hottest stories on Twitter? Ask Nick Halstead of Tweetmeme May 20th, 2009

About us

Design by

9/18/09 2:21 PM

BusinessWeek

INNOVATION & TECHNOLOGY June 11, 2009, 5:00PM EST

Scribd: An E-Book Upstart with Unlikely Fans

Digital book site Scribd is wooing big publishers by offering greater control and more revenue than Amazon

By Spencer E. Ante



Last year author Bob Seidensticker flagged his publisher, Berrett-Koehler, that a digitized version of his book *Future Hype* had been posted on a Web site called Scribd. Anyone could read or print it for free. Berrett-Koehler warned Scribd the copy was illegal, and the company quickly took it down.

Then executives at the San Francisco publisher started checking out the site. It had a large and growing audience of readers, including many who actually went out and bought books. So last July, Berrett-Koehler began offering free excerpts on Scribd, a marketing move that led to the selections being viewed more than 325,000 times. Last month, when Scribd opened its online store, the publisher signed a deal to sell 400 electronic books through the company. "They get so much more traffic than our Web site," says Johanna Vondeling, vice-president of Berrett-Koehler. "We are pretty optimistic about it."

SIMON & SCHUSTER DEAL

Scribd, shorthand for scribbled, is a sort of YouTube (GOOG) for publishing, where anyone can upload digital versions of books, research reports, and other printed matter and share them easily across the Web. With 60 million visitors a month, it's the most popular of several such document-sharing Web sites. On June 12 the San Francisco startup is scheduled to announce its first deal with a major publishing house. Simon & Schuster plans to offer 4,500 e-books for sale on the site, as well as previews of thousands of other titles. "Scribd is an exciting new platform," says Elinor Hirschhorn, Simon & Schuster's chief digital officer. "There is a very robust book reader audience there, and we want to be where our readers are."

The agreement between an Internet upstart and a traditional media giant highlights the potential rewards and risks as publishers move into the digital era. With the public becoming more comfortable reading books in digital form, publishers would like to capture this small yet fast-growing source of revenue while lowering their costs. But they're worried about piracy and losing control of their business. They're also a bit leery that Amazon.com (AMZN), the largest online bookseller and creator of the Kindle reader, could become as dominant in publishing as Apple (AAPL) is in music. "Most publishers see e-books as inevitable," says Sarah Rotman Epps, analyst with Forrester Research (FORR). "But they want control over the distribution and pricing."

The three twentysomething co-founders of Scribd—Jared Friedman, Trip Adler, and Tikhon Bernstam—see these concerns as an opportunity. The two-year-old site, which already generates enough money from online advertising that it's profitable, gives authors or publishers the ability to choose their own level of copyright protection and set the price for their work. Scribd keeps a 20% cut of sales. In contrast, Amazon sets the price for e-books and usually takes a bigger cut. By offering a more open and flexible system, Scribd hopes to create a viable alternative to the giant retailer. "The [online] store could be huge," says CEO Adler. Scribd says it's in talks with other big publishers and is working to make its content available on the Kindle and Apple's iPhone.

There's no guarantee, of course. Publishers are less concerned with which book site triumphs than with having a variety of outlets that help them keep control over sales and distribution. Still, Scribd is helping soothe their concerns about the risks of digital books. "[They've got] a very attractive package," says Adrian Zackheim, publisher of Penguin Portfolio.

Ante is an associate editor for BusinessWeek.

The McGraw HIII Companies

VentureBeat

Scribd, the "YouTube for documents," copyright violations and all

March 28, 2007 | Matt Marshall | Comments

Updated

Scribd

Scribd, the new Silicon Valley company pitching itself as the "Youtube for documents" is getting some good traction, in part because it hosts copyrighted material.

Scribd launched three weeks ago, and is attracting 100,000 unique visitors a day. Those are the viewers. Far fewer have signed up to upload documents — about 10,000 users have uploaded 13,000 documents.

Why, we asked initially, are people coming to a site to post documents, when all they have to do is post them on their own blog? One reason is because Scribd makes it dead simple — just like YouTube makes it easy to post videos. Whatever document you want to upload (Pdf, Powerpoint, .lit, .ps, .txt, Word, etc), Scribd throws it into a convenient Flash player format, so that it can be easily read by anyone. It converts simpler documents to HTML.

This saves hassle: If you want to load say, 30 documents online, most blogging software converts them to links that you paste into your blog, and which require visitors to download them for viewing. Scribd lets you upload readable files to its site within ten seconds. Scribd makes documents both searchable and taggable. It lets you zoom in on text. Scribe wants to foster a community around the documents (like YouTube's community around video), with comments and ratings. Each person who posts gets their own profile (here's the person who uploaded the Da Vinci Code, apparently copyrighted material; the person's profile links to a 17-year-old Myspace user).

Scribd offers more features than competitor sites such as Slideshare.net, which is only for Powerpoint documents.

Adobe has not released Flash tools in a way that consumers can easily create a display player on their own blogs (perhaps because Adobe wanted to avoid cannibalizing its other product, the Pdf).

The second reason for Scribd's popularity is apparently because you can read copyrighted material there without being tracked (posters of material do have to disclose an email address to Scribd, though that can be spoofed).

Scribd has received 30 copyright take-down notices already, according to co-founder Trip Adler. He has removed hundreds of documents, he told VentureBeat today. The problem is acute because Scribd lets you easily download the documents (there's a prominent download button, and you can download in multiple formats: .pdf, .doc, .txt, and .mp3 files), something YouTube doesn't let you do easily.

VentureBeat found a couple of copyrighted Harry Potter books online, and Adler said he was aware of them, but at the time hadn't been able to take them down — he was in his car during our interview, and besides, Scribd is just three guys: "We can't control it," he said. He added: "We'd like them to let us know to take it down." Adler did email us later today to say he'd taken the Potter books down, and pointed to his copyright policy, to indicate Scribd is DMCA compliant. However, another book hosted at Scribd that he was aware of, The Da Vinci Code, is still up several hours later, as of this writing. See screenshot below.

How will Scribd make money? Advertising can be targeted to the text of documents. Scribd may offer premium accounts for various services, from licensing document conversion tools to other sites (perhaps at five cents per conversion), to printing, to allowing authors to sell documents through Scribd.

Scribd is raising venture capital, and should close a round soon. It received \$12,000 from Y Combinator, and \$300,000 from angel investors (as reported by Techcrunch) in convertible notes, but has spent a total of only \$30,000 to date, Adler said. Joining Adler is Jared Friedman, 21, and Tikhon Bernstram, 27. Adler and Friedman studied at Harvard, and they met Dernstan, from Dartmouth, at

the Y Combinator school in Cambridge, Mass. last summer. Adler studied biophysics, while Friedman and Dernstan studied computer science.



Next Story: Kontrib, a Digg clone with translation Previous Story: The end of the mobile MENS Club

-You might like:-

- The long-awaited DreamScreen tablet computer comes from HP, not Apple
- TC50: TechCrunch50 founders' feud: "It's over" for the startup conference
- Despite murders, SiPort manages to get its radio chip done for Microsoft's Zune HD media player

Tags: co:Scribd, Y-Combinator

Info, FAQs, and Forums / FAQ: Copyright and DMCA / How does Scribd help prot...

How does Scribd help protect the rights of authors?

Submitted Feb 26 by Jason Bentley

All content removed from Scribd via a DMCA copyright infringement takedown notice are added to our text-matching copyright protection system. This system makes a "fingerprint" of the copyrighted work and stores it in a database that's inaccessible to the public. After a new document is uploaded, it is checked against the "fingerprints" in our copyright database. If there's a significant match, the content is removed from Scribd.

The text-matching system is still in development, and the sheer number of uploads each day means there is a lag time between upload and detection. But so far it's been highly effective at detecting and blocking hundreds of unauthorized uploads every day.

Return to Scribd

Help Desk by Zendesk





- Home
- Celebrity Blog
- Watch Live
- Our Stars
- The Colony
- Help
- Contact

Welcome

About our shows & how to listen

Litopia After Dark

The net's first & foremost literary salon

Litopia Daily

Coffee-break listening, literally

All-Time Best

As chosen by our listeners

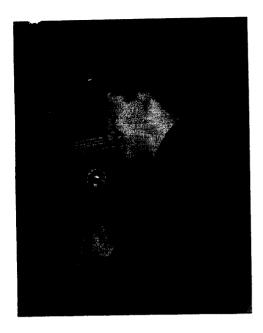
Donate

Become a hero of Litopia



Trip Adler, CEO of Scribd.com Answers His Critics! Not.

Friday, April 3rd, 2009



Trip Adler, CEO of Scribd.com

Sadly, Trip Adler, 26-year old CEO of Scribd.com, the website that has been accused of wholesale copyright infringement, failed to accept our invitation to appear on tonight's show.

You will know if you're a regular listener that, two weeks ago on **LITOPIA AFTER DARK**, panelist Dave Bartram first raised the issue of website Scribd.com. It's basically a huge document repository – they are supposed to have about 50,000 uploads every day, and as many as 55 million visitors a month. What attracts visitors to this site?



Scribd team one-year anniversary party

Well, many things – but one thing Donna noticed immediately was what appeared to be a pirated copy of *Harry Potter*. Then the hunt was on, and we quickly discovered more and more illegal copies of books – just sitting there, all ready for anyone to download and steal.

It's a tribute to the reach of **LITOPIA AFTER DARK** and its panelists that this issue has been quickly picked up by the UK media.



Caviar and Vodka at Scribd team one-year anniversary party

In fact, the resulting media furore in the UK still hasn't died down – with front-page coverage in *The Times*, a big piece in *The Guardian*, *Channel Four News*, *Sky News*, the BBC... the story continues to roll, as well it should. Because although we know pirated copies of books, films and other digital publications can indeed be found on some very dark corners of the net, Scribd.com is big – very big - bold and blatant. And many would say, that they are getting rich by profiting from other's piracy.

We were hoping that Scribd's CEO, Trip Adler, would appear on tonight's show to answer his critics.

He did not. His absence speaks volumes. But we still had a good time.

Also on tonight's show:

- Is there such a thing as perfect structure? We examine why Orson Welles' Citizen Kane is identical to Macaulay Culkin's Home Alone...
- Imagine banning Burns, Robert Louis Stevenson, and Sherlock Holmes author Arthur Conan Doyle. Well, it looks like they're up for the chop as English Schools ban Scottish writers...
- We're talking a lot about piracy tonight and it's not just Scribd this time it's unauthorized copies of e-book files on E-Bay!
- And just when you thought it was safe to turn the pages of a paper book, we find out the many ways in which reading can be a danger, an actual danger, to your health.

On tonight's panel – we welcome from London publishing business guru Martyn Daniels, who blogs for the <u>Booksellers' Association here</u>, from bonnie Edinburgh *Litopia Daily*'s voice of *Eve's Salmagundi Club*, writer **Eve Harvey**, from England's west country Litopia stalwart **Dave Bartram**, and from Fort Lauderdale, Florida, leading lawyer, author and *Litopia Daily*'s newshound, **Donna Ballman**.

Download the show as mp3 file

Photos by joeywan

Related Shows:

- Harry Potter and the Copyright Pirate
- Publishers Get Your House In Order
- <u>Litopia Daily 173: Beautiful Words</u>
- Here Is The News

Info, FAQs, and Forums / FAQ: Copyright and DMCA / What happens when I uploa...

What happens when I upload content for which I don't own or control the copyright?

Submitted Feb 28 by Jason Bentley

This is called copyright infringement, and it is illegal.

If we are notified that a document you have uploaded to Scribd infringes someone else's copyright, we will take down the document immediately, as required by law, and we will notify you of the removal. If you persist in uploading unauthorized content, we will permanently ban your account and IP address from the Scribd, pursuant to our repeat infringer policy.

Some important facts about copyright infringement:

- You can be sued for copyright infringement even if your account has been suspended.
- The length of a copied document does not matter, nor does the amount you may have copied: even a copying a small portion of a document may cause you to be liable for copyright infringement. See "Fair Use"
- A copyright notice (©) is generally not required for a work to be protected by copyright law.
- Distributing copyrighted content without the copyright owner's permission is copyright infringement even if you
 give the document away for free.
- There is no exception for unauthorized copying and distribution for "private" use. Even if you share a work with only a small group of your friends or family, you could still be liable for copyright infringement.
- There is no exception for the unauthorized copying and distribution of copyrighted content for educational or noncommercial use.
- You can be liable for copyright infringement even if you give attribution to the owner or author of the copyrighted
- Even if you used your creativity to make a new document that contained another person's copyrighted work, you
 may be liable for copyright infringement.
- Even if there are documents on the Scribd site similar to the one you uploaded, you may be liable for copyright
 infringement if you upload an unauthorized document.

Content licensed with a Creative Commons license may be copied, distributed, and reused under certain circumstances. Read this article for more information.

Return to Scribd

Help Desk by Zendesk

Info, FAQs, and Forums / FAQ: Copyright and DMCA / DMCA copyright infringeme...

DMCA copyright infringement takedown notification policy

Submitted Feb 13 by Jason Bentley

It is our policy to respond to clear, legally valid notices of alleged copyright infringement that comply with the criteria established by Digital Millennium Copyright Act ("DMCA") of 1998. In addition, we terminate without notice the accounts of users that we determine are repeat infringers based on a "three-strikes" policy.

DMCA Copyright Infringement Takedown Notification

If you are a copyright owner or an agent thereof, and you believe that any content hosted on our web site (www.scribd.com) infringes your copyrights, then you may submit a notification pursuant to the DMCA by providing Scribd's Designated Copyright Agent with the following information in writing or via email(please consult your legal counsel or see 17 U.S.C. Section 512(c)(3) to confirm these requirements):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Scribd web site are covered by a single notification, a representative list of such works at that site.
- 3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity that is to be removed or access to which is to be disabled. Include a direct link (URL) to each and every claim of infringement. We cannot action nonspecific claims based on keywords, search queries, title, name, or resemblance (physical or otherwise) to another document.
- Information reasonably sufficient to permit Scribd to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please note that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

Scribd reserves the right to send copies of false, misleading, or malicious takedown notices to the Chilling Effects Clearinghouse and other DMCA watchdog groups for publication.

Click here for a legally valid DMCA takedown request template

Send the written communication to the following address:

Scribd, Inc.
Attn: Scribd DMCA copyright infringement notification 539 Bryant St.
Suite 200
San Francisco, CA 94107
USA

or fax to: 415.896.9897

Attn: Scribd DMCA copyright infringement notification

or email to:

copyright@scribd.com

Subject: Scribd DMCA copyright infringement notification



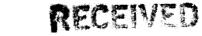
Return to Scribd

Help Desk by Zendesk

Amended Interim Designation of Agent to Receive Notification of Claimed Infringement

| Alternative Name(s) of Service Provider (including all names under which the service provider is doing business): Nowigo, Scribd.com Address of Service Provider: 211 Sutter St., Floor 2, San Francisco, CA 94108 Name of Agent Designated to Receive Notification of Claimed Infringement: Jason Bentley Full Address of Designated Agent to which Notification Should be Sent (a P.O. Box or simila designation is not acceptable except where it is the only address that can be used in the geographic location): 211 Sutter St., Floor 2, San Francisco, CA 94108 Telephone Number of Designated Agent: (415) 839-7499 Facsimile Number of Designated Agent: (650) 745-0703 Email Address of Designated Agent: copyright@scribd.com Identify the Interim Designation to be Amended, by Service Provider Name and Filing Date, so that it may be Readily Located in the Directory Maintained by the Copyright Office: Scribd, Inc. filed on April 7, 2008 (amending a filing by Nowigo, Inc. filed on September 15, 2007; amending a filing by Nowigo, Inc. filed on March 7, 2007). | Il Legal Name of Service Provider: Scribd, Inc. |
|--|--|
| Name of Agent Designated to Receive Notification of Claimed Infringement: Jason Bentley Full Address of Designated Agent to which Notification Should be Sent (a P.O. Box or similal designation is not acceptable except where it is the only address that can be used in the geographic location): 211 Sutter St., Floor 2, San Francisco, CA 94108 Telephone Number of Designated Agent: (415) 839-7499 Facsimile Number of Designated Agent: (650) 745-0703 Email Address of Designated Agent: copyright@scribd.com Identify the Interim Designation to be Amended, by Service Provider Name and Filing Date, so that it may be Readily Located in the Directory Maintained by the Copyright Office: Scribd, Inc. filed on April 7, 2008 (amending a filing by Nowigo, Inc. filed on September 15, 2007; amending a filing by Nowigo, Inc. filed on September 15, 2007; amending a filing by Nowigo, Inc. filed on September 15, 2007; amending a filing by Nowigo, Inc. filed on September 15, 2007; amending a filing by Nowigo, Inc. filed on September 15, 2007; amending a filing by Nowigo, Inc. filed on September 15, 2007; amending a filing by Nowigo, Inc. filed on September 15, 2006; amending a filing by Nowigo, Inc. filed on September 15, 2006; amending a filing by Nowigo, Inc. filed on September 15, 2007; amending a filing by Nowigo, Inc. filed on September 15, 2007; amending a filing by Nowigo, Inc. filed on September 15, 2007; amending a filing by Nowigo, Inc. filed on September 15, 2007; amending a filing by Nowigo, Inc. filed on September 15, 2007; amending a filing by Nowigo, Inc. filed on September 15, 2007; amending a filing by Nowigo, Inc. filed on September 15, 2007; amending a filing by Nowigo, Inc. filed on September 15, 2007; amending a filing by Nowigo, Inc. filed on September 15, 2007; amending a filing by Nowigo, Inc. filed on September 15, 2007; amending a filing by Nowigo, Inc. filed on September 15, 2007; amending a filing by Nowigo, Inc. filed on September 15, 2007; amending a filing by Nowigo, Inc. filed on September 15, 2007 | 그는 그 |
| Notification of Claimed Infringement: Jason Bentley Full Address of Designated Agent to which Notification Should be Sent (a P.O. Box or simila designation is not acceptable except where it is the only address that can be used in the geographic location): 211 Sutter St., Floor 2, San Francisco, CA 94108 Telephone Number of Designated Agent: (415) 839-7499 Facsimile Number of Designated Agent: (650) 745-0703 Email Address of Designated Agent: copyright@scribd.com Identify the Interim Designation to be Amended, by Service Provider Name and Filing Date, sthat it may be Readily Located in the Directory Maintained by the Copyright Office: Scribd. Inc. filed on April 7, 2008 (amending a filing by Nowigo, Inc. filed on September 15, 2007; amending a filing by Nowigo, Inc. filed on September 12, 2006; amending a filing by | dress of Service Provider: 211 Sutter St., Floor 2, San Francisco, CA 94108 |
| designation is not acceptable except where it is the only address that can be used in the geographic location): 211 Sutter St., Floor 2, San Francisco, CA 94108 Telephone Number of Designated Agent: (415) 839-7499 Facsimile Number of Designated Agent: (650) 745-0703 Email Address of Designated Agent: copyright@scribd.com Identify the Interim Designation to be Amended, by Service Provider Name and Filing Date, sthat it may be Readily Located in the Directory Maintained by the Copyright Office: Scribd. Inc. filed on April 7, 2008 (amending a filing by Nowigo, Inc. filed on September 15, 2007; amending a filing by Nowigo, Inc. filed on September 12, 2006; amending a filing by | |
| Telephone Number of Designated Agent: (415) 839-7499 Facsimile Number of Designated Agent: (650) 745-0703 Email Address of Designated Agent: copyright@scribd.com Identify the Interim Designation to be Amended, by Service Provider Name and Filing Date, sthat it may be Readily Located in the Directory Maintained by the Copyright Office: Scribd. Inc. filed on April 7, 2008 (amending a filing by Nowigo, Inc. filed on September 15, 2007; amending a filing by Nowigo, Inc. filed on September 12, 2006; amending a filing by | |
| Facsimile Number of Designated Agent: (650) 745-0703 Email Address of Designated Agent: copyright@scribd.com Identify the Interim Designation to be Amended, by Service Provider Name and Filing Date, sthat it may be Readily Located in the Directory Maintained by the Copyright Office: Scribd. Inc. filed on April 7, 2008 (amending a filing by Nowigo, Inc. filed on September 15, 2007; amending a filing by Nowigo, Inc. filed on September 12, 2006; amending a filing by | 1 Sutter St., Floor 2, San Francisco, CA 94108 |
| Email Address of Designated Agent: copyright@scribd.com Identify the Interim Designation to be Amended, by Service Provider Name and Filing Date, sthat it may be Readily Located in the Directory Maintained by the Copyright Office: Scribd, Inc. filed on April 7, 2008 (amending a filing by Nowigo, Inc. filed on September 15, 2007; amending a filing by Nowigo, Inc. filed on September 12, 2006; amending a filing by | lephone Number of Designated Agent: (415) 839-7499 |
| Identify the Interim Designation to be Amended, by Service Provider Name and Filing Date, so that it may be Readily Located in the Directory Maintained by the Copyright Office: Scribd, Inc. filed on April 7, 2008 (amending a filing by Nowigo, Inc. filed on September 15, 2007; amending a filing by Nowigo, Inc. filed on September 12, 2006; amending a filing by | csimile Number of Designated Agent: (650) 745-0703 |
| that it may be Readily Located in the Directory Maintained by the Copyright Office: Scribd, Inc. filed on April 7, 2008 (amending a filing by Nowigo, Inc. filed on September 15, 2007; amending a filing by Nowigo, Inc. filed on September 12, 2006; amending a filing by | nail Address of Designated Agent: copyright@scribd.com |
| 2007; amending a filing by Nowigo, Inc. filed on September 12, 2006; amending a filing by | |
| | 07; amending a filing by Nowigo, Inc. filed on September 12, 2006; amending a filing by |
| Signature of Officer or Representative of the Designating Service Provider: | gnature of Officer or Representative of the Designating Service Provider: |
| Date: September 2, 2008 | Date: September 2, 2008 |
| Typed or Printed Name and Title: Jishnu Menon, Attorney at Law | the control of the co |

SCHOOL 09 15 2008







Info, FAQs, and Forums / Terms and policies / Copyright Management Syst...

Copyright Management System Terms of Use

Submitted May 28 by James

May 28, 2009

The following Terms of Use for the Scribd Copyright Management System is a legal contract between You, either an individual user of at least 13 years of age ("You" or, collectively, "Users"), and Scribd, Inc. ("Scribd") regarding Your use of, and provision of information, documents and/or other content to, the Scribd Copyright Management System ("Scribd Copyright Management System").

PLEASE READ CAREFULLY THE FOLLOWING TERMS OF USE. BY ACCESSING, PROVIDING INFORMATION OR DOCUMENTS FOR, AND/OR UPLOADING ANY CONTENT TO THE SCRIBD COPYRIGHT MANAGEMENT SYSTEM, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING ANY ADDITIONAL GUIDELINES AND FUTURE MODIFICATIONS (COLLECTIVELY, THE "TERMS"). IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY TERMINATE YOUR USE OF AND/OR PROVISION OF DOCUMENTS TO THE COPYRIGHT MANAGEMENT SYSTEM AND PROVIDE SCRIBD WITH A NOTICE OF SUCH TERMINATION AS SET FORTH IN SECTION 5 BELOW.

1. Limited License and Release

In order for the Copyright Management System to operate with regard to Your content, You must upload the content You wish to be incorporated into the Copyright Management System ("Uploaded Content"). You hereby grant Scribd a non-exclusive, worldwide, royalty-free, fully paid-up, transferable, and sublicensable license under all rights necessary for Scribd to copy, review, convert file format, host, and otherwise use the Uploaded Content in conjunction with Scribd's operation of the Copyright Management System. For clarity, the foregoing license permits, but does not obligate, Scribd to store a copy of the Uploaded Content and otherwise use the Uploaded Content in order to render the Copyright Management System effective (including, without limitation, allowing third parties to run queries against the Copyright Management System for such third party websites and other uses). You further understand and agree that the foregoing license to Scribd does not obligate Scribd to operate or continue to operate the Copyright Management System or any

To the extent permissible by applicable law, You hereby expressly release Scribd and its licensees from any and all claims, demands, liabilities, or causes of action whether now known or unknown, for copyright or other proprietary right infringement, violation of moral right, and invasion of the rights to privacy, publicity, or personality or any similar matter, based upon or relating to the use and exploitation of Uploaded Content in conjunction with the Copyright Management System. In addition, You hereby acknowledge and knowingly, freely and voluntarily waive the benefits of California Civil Code Section 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

2. Representations and Warrants

You hereby represent and warrant that: (i) You own, or are an authorized agent or representative of the owner of, any Uploaded Content and have the necessary authority, license, right, consent, and/or release and permission to use and to authorize Scribd to use Uploaded Content in the manner contemplated by this Agreement; and (ii) Uploaded Content does not and will not: (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (b) slander, defame, or libel any other person.

You further represent and warrant that You: (i) have read the terms of the Agreement; (ii) understand these terms; and (iii) agree to these terms.

Indemnity

You agree to indemnify, defend, and hold Scribd harmless from and against all third-party claims, costs, damages, losses, liabilities, fines, penalties, and expenses (including without limitation reasonable attorneys' fees) arising as a result of or in connection with any breach or alleged breach by You of Your covenants, representations, or warranties set forth in Section 2, above. Scribd reserves the right to participate in the defense of the claims for which it is indemnified hereunder with counsel of its own choosing, at its own cost and expense.

4. Digital Millennium Copyright Act (17 U.S.C. 512)

For each piece of Uploaded Content, You hereby assert, represent and warrant UNDER PENALTY OF PERJURY, that: (i) You are the owner, or authorized agent or representative of the owner, of an exclusive right in the Uploaded Content; and (ii) You have a good-faith belief that the presence of the Uploaded Content on Scribd would not and could not be authorized by You and/or the owner of the Uploaded Content, any other entity, or the law, as applicable.

Further, You understand that Scribd complies with the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. 512, including but not limited to its counter-notification provisions. You understand and agree that the Copyright Management System does not give Scribd the right and ability to control content uploaded to or hosted by Scribd. You further agree that to the

Return to Scribd

Related topics

API Terms of Service

DMCA copyright infringement takedown notification policy

DMCA copyright infringement takedown notification policy

DMCA counter-notification policy

policy

General Terms of Use

extent any of Your works appear on Scribd without Your permission, You will send DMCA-compliant take-down notices to Scribd

5. Term; Termination

This Agreement shall continue in perpetuity unless terminated pursuant to this Section 5. Either Party may terminate this Agreement at any time upon thirty (30) days prior written notice thereof to the other Party. Upon final termination of this Agreement, Scribd shall delete all copies of Uploaded Content from the Copyright Management System that were provided to Scribd by You. For clarity, nothing in this Agreement shall obligate Scribd to delete copies of Uploaded Content that may appear on Scribd that were uploaded by third parties.

Disclaimer; Limitation of Liability

You understand that no Copyright Management System is perfect and that it is possible that copies of Uploaded Content may still appear on Scribd even after You have uploaded them for use in the Copyright Management System. You agree that Scribd does not and cannot guarantee, promise, warrant, or otherwise represent that copies of Uploaded Content or portions thereof will never appear on Scribd after You have uploaded them for use in the Copyright Management System. ACCORDINGLY, SCRIBD, AND ITS AFFILIATES, PARTNERS, AND SUPPLIERS, DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS

ADDITIONALLY, UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, WILL SCRIBD OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SCRIBD OR A SCRIBD AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL SCRIBD OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS TOTAL LIABILITY TO CONTENT PROVIDER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR CONTENT PROVIDER'S USE OF THE COPYRIGHT MANAGEMENT SYSTEM OR SCRIBD'S USE OF UPLOADED CONTENT (IN EACH CASE, WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE), EXCEED ONE HUNDRED US DOLLARS.

7. Miscellaneous

Your use and/or provision of content for the Copyright Management System is subject at all times to the Scribd Terms of Use, as updated from time to time (available at http://www.scribd.com/terms). The Scribd Terms of Use are hereby incorporated by reference. In case of any inconsistency between this Agreement and the Scribd Terms of Use, the terms in this Agreement shall control. For information regarding how Scribd collects, uses and discloses Your personal information, please see the Scribd Privacy Policy. Scribd may freely assign this Agreement (i) to any of its affiliates, (ii) in connection with any merger, spin-out, consolidation, reorganization, sale of all or substantially all of its related assets, by operation of law or otherwise, or similar transaction; or (iii) as otherwise set forth in this Agreement. This Agreement inures to the benefit of and shall be binding on the Parties' permitted assignees, transferees and successors. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without reference to the choice of law doctrine of California. The Parties agree that the federal and state courts in Santa Clara County, California will have exclusive jurisdiction over this Agreement, and the Parties hereby agree to submit to such jurisdiction exclusively. This Agreement does not constitute and may not be construed as constituting a partnership or joint venture among the Parties hereto, or an employee-employer relationship. No Party shall have any right to obligate or bind any other Party in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third parties. All notices under the terms of this Agreement must be given in writing and sent by electronic mail actually received, registered mail or facsimile transmission with machine confirmation or must be delivered by hand to the party giving notice at the addresses set forth below. All notices will be presumed to have been received when hand delivered, five business days of mailing of the notice by registered mail, or upon receipt of a successful facsimile transmission delivery receipt. No single or partial exercise of any right or remedy under this Agreement will preclude any other or further exercise of any other right or remedy in this Agreement or as provided at law or in equity. Rights and remedies provided in this Agreement are cumulative and not exclusive of any right or remedy provided at law or in equity. Section or paragraph headings used in this Agreement are for reference purposes only, and may not be used in the interpretation hereof. Words in the singular include the plural and vice-versa and words in one gender include all genders. The terms "including" and "includes" will be deemed to be followed by the statement "without limitation" and neither of these terms will be construed to limit any word or statement it follows to the specific or similar terms or matters immediately following it. No provision of this Agreement will be construed against either party as the drafter thereof. All amendments of these Terms must be made: (a) in writing and executed by both parties; (b) by Your online acceptance of updated Terms or (c) by Your continued participation in the Scribd Copyright Management System after such terms have been updated by Scribd. Scribd will always make a reasonable effort to notify You if we do change these Terms. No trade usage or other regular practice or method of dealing between the Parties may modify, interpret, supplement or alter in any manner the express terms of this Agreement. If any provision, or portion thereof, of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination will not impair or affect the validity, legality, or enforceability of the remaining provisions of this Agreement, and each provision, or portion thereof, is hereby declared to be separate, severable, and distinct. A waiver of any provision of this Agreement will only be valid if provided in writing and will only be applicable to the specific incident and occurrence so waived. The failure by either Party to insist upon the strict performance of this Agreement, or to exercise any term hereof, will not act as a waiver of any right, promise or term, which will continue in full force and effect. This Agreement set forth the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements other than those agreements incorporated herein by reference.